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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 KLAUBER BROTHERS, INC.,
14 Plaintiff,
15
16 v.
17 AMAZON.COM, INC., et al.,
18 Defendants.
19

Case No.: 2:22-cv-08053-FWS-E
Honorable Fred W. Slaughter Presiding

**STIPULATED PROTECTIVE
ORDER**

1 One or more of the parties has requested the production of documents or
2 information that at least one party considers to be or to contain confidential
3 information, and that are subject to protection under Federal Rule of Civil
4 Procedure 26(c).

5 The parties agree that good cause exists to protect the confidential nature of
6 the information contained in documents, interrogatory responses, responses to
7 requests for admission, or deposition testimony. This action concerns: the parties'
8 non-public sales and revenue data, and non-public business dealings with third
9 parties. The parties expect to exchange documents and information relating to
10 those sales and business dealings. The parties agree that the entry of this Stipulated
11 Protective Order ("Protective Order") is warranted to protect against disclosure of
12 confidential information in such documents.

13 Based upon the above stipulation of the parties, and the Court being duly
14 advised,

15
16 IT IS HEREBY ORDERED as follows:

17 1. All documents, testimony, and other materials produced by the parties
18 in this case and labeled "Confidential" or "Attorneys' Eyes Only" shall be used
19 only in this proceeding.

20 2. Use of any information or documents labeled "Confidential" or
21 "Attorneys' Eyes Only" and subject to this Protective Order, including all
22 information derived therefrom, shall be restricted solely to the litigation of this
23 case and shall not be used by any party for any business, commercial, or
24 competitive purpose. This Protective Order, however, does not restrict the
25 disclosure or use of any information or documents lawfully obtained by the
26 receiving party through means or sources outside of this litigation. Should a
27 dispute arise as to any specific information or document, the burden shall be on the
28 party claiming that such information or document was lawfully obtained through

1 means and sources outside of this litigation.

2 3. A party may designate any document or information, in whole or in
3 part, as confidential “Confidential” if that party determines, in good faith, that such
4 designation is necessary to protect the interests of the party in information that is
5 proprietary, a trade secret or is otherwise sensitive, non-public information. A
6 party may designate any document or information, in whole or in part, as
7 “Attorneys’ Eyes Only” if that party determines, in good faith, that such
8 designation is necessary to protect the interests of the party in information that is:
9 (a) proprietary and confidential marketing and business plans, analyses and/or
10 strategies that another party could utilize to their competitive advantage if they
11 were provided access to them; (b) proprietary and confidential financial
12 information that another party could utilize to their competitive advantage if they
13 were provided access to them; and (c) other types of proprietary and confidential
14 trade secrets such as lists of customers not publicly known; technical information;
15 pricing, cost, and profitability information; and product research and development
16 plans not publicly available that competitors could utilize to their competitive
17 advantage.

18 4. The parties, and third parties subpoenaed by one of the parties, may
19 designate as “Confidential” or “Attorneys’ Eyes Only” documents, testimony,
20 written responses, or other materials produced in this case if they contain
21 information that the producing party has a good faith basis for asserting is
22 confidential under the applicable legal standards. The party shall designate each
23 page of the document with a stamp identifying it as “Confidential” or “Attorneys’
24 Eyes Only,” if practical to do so.

25 5. If portions of documents or other materials deemed “Confidential” or
26 “Attorneys’ Eyes Only” or any papers containing or making reference to such
27 materials are filed with the Court, they shall be filed under seal and marked as
28

1 follows or in substantially similar form:

2 CONFIDENTIAL

3 IN ACCORDANCE WITH A PROTECTIVE ORDER, THE
4 ENCLOSURES(S) SHALL BE TREATED AS
5 CONFIDENTIAL AND SHALL NOT BE SHOWN TO ANY
6 PERSON OTHER THAN THOSE PERSONS DESIGNATED
7 IN PARAGRAPH 8 OF THE PROTECTIVE ORDER.

8 *or*

9 ATTORNEYS' EYES ONLY

10 IN ACCORDANCE WITH A PROTECTIVE ORDER,
11 THE ENCLOSURES(S) SHALL BE TREATED AS FOR
12 ATTORNEYS' EYES ONLY AND SHALL NOT BE SHOWN
13 TO ANY PERSON OTHER THAN THOSE PERSONS
14 DESIGNATED IN PARAGRAPH 9 OF THE PROTECTIVE
15 ORDER.

16 If a party is filing a document that it has itself designated as "Confidential"
17 or "Attorneys' Eyes Only," that party shall reference this Stipulated Protective
18 Order in submitting the documents it proposes to maintain under seal. If a non-
19 designating party is filing a document that another party has designated as
20 "Confidential" or "Attorneys' Eyes Only," then the non-designating party shall file
21 the document under seal. If the non-designating party makes a request in writing to
22 have the document unsealed and designating party does not file, within ten
23 calendar days, a motion that shows good cause to maintain the document under
24 seal, then the Court shall unseal the document. Before seeking to maintain the
25 protection of documents filed with the Court, a party must assess whether redaction
26 is a viable alternative to complete nondisclosure.

27 6. Within thirty (30) days after receipt of the final transcript of the
28 deposition of any party or witness in this case, a party or the witness may designate
as "Confidential" or "Attorneys' Eyes Only" any portion of the transcript that the

1 party or witness contends discloses confidential information. If a transcript
2 containing any such material is filed with the Court, it shall be filed under seal and
3 marked in the manner described in paragraph 5. Unless otherwise agreed, all
4 deposition transcripts shall be treated as “Confidential” until the expiration of the
5 thirty-day period.

6 7. “Confidential or “Attorneys’ Eyes Only” information and documents
7 subject to this Protective Order shall not be filed with the Court or included in
8 whole or in part in pleadings, motions, briefs, etc., filed in this case, except when
9 any portion(s) of such pleadings, motions, briefs, etc. have been filed under seal by
10 counsel and marked in the same manner as described in paragraph 5 above. Such
11 sealed portion(s) of pleadings, motions, briefs, documents, etc., shall be opened
12 only by the Court or by personnel authorized to do so by the Court.

13 8. Use of any information, documents, or portions of documents marked
14 “Confidential,” including all information derived therefrom, shall be restricted
15 solely to the following persons, who agree to be bound by the terms of this
16 Protective Order, unless additional persons are stipulated by counsel or authorized
17 by the Court:

- 18 a. Outside counsel of record for the parties, and the
19 administrative staff of outside counsel’s firms.
- 20 b. In-house counsel for the parties, and the administrative
21 staff for each in-house counsel.
- 22 c. Any party to this action who is an individual, and every
23 employee, director, officer, or manager of any party to this
24 action who is not an individual, but only to the extent
25 necessary to further the interest of the parties in this
26 litigation.
- 27 d. Independent consultants or expert witnesses retained by a
28 party or its attorneys for purposes of this litigation, but
only to the extent necessary to further the interest of the
parties in this litigation.
- e. The Court and its personnel, including, but not limited to,
stenographic reporters regularly employed by the Court
and stenographic reporters not regularly employed by the

1 Court who are engaged by the Court or the parties during
2 the litigation of this action.

- 3 f. The authors and the original recipients of the documents.
- 4 g. Any court reporter or videographer reporting a deposition.
- 5 h. Employees of copy services, microfilming or database
6 services, trial support firms and/or translators who are
7 engaged by the parties during the litigation of this action.

8 9. Use of any information, documents, or portions of documents marked
9 “Attorneys’ Eyes Only,” including all information derived therefrom, shall be
10 restricted solely to the persons listed in paragraphs 8(a), 8(b), 8(d), 8(e), 8(f), 8(g)
11 and 8(h), unless additional persons are stipulated by counsel or authorized by the
12 Court.

13 10. Prior to being shown any documents produced by another party
14 marked “Confidential” or “Attorneys’ Eyes Only,” any person listed under
15 paragraph 8(c) or 8(d) shall agree to be bound by the terms of this Order by signing
16 the agreement attached as Exhibit A.

17 11. Whenever information designated as “Confidential” or “Attorneys’
18 Eyes Only” pursuant to this Protective Order is to be discussed by a party or
19 disclosed in a deposition, hearing, or pre-trial proceeding, the designating party
20 may exclude from the room any person, other than persons designated in
21 paragraphs 7, 8, and 9, as appropriate, for that portion of the deposition, hearing or
22 pre-trial proceeding.

23 12. Each party reserves the right to dispute the confidential status claimed
24 by any other party or subpoenaed party in accordance with this Protective Order. If
25 a party believes that any documents or materials have been inappropriately
26 designated by another party or subpoenaed party, that party shall confer with
27 counsel for the designating party. As part of that conferral, the designating party
28 must assess whether redaction is a viable alternative to complete non-disclosure. If
the parties are unable to resolve the matter informally, a party may file an
appropriate motion before the Court requesting that the Court determine whether

1 the Protective Order covers the document in dispute. Regardless of which party
2 files the motion, the party seeking to protect a document from disclosure bears the
3 burden of establishing good cause for why the document should not be disclosed.
4 A party who disagrees with another party's designation must nevertheless abide by
5 that designation until the matter is resolved by agreement of the parties or by order
6 of the Court.

7 13. The inadvertent failure to designate a document, testimony, or other
8 material as "Confidential" or "Attorneys' Eyes Only" prior to disclosure shall not
9 operate as a waiver of the party's right to later designate the document, testimony,
10 or other material as "Confidential" or "Attorneys' Eyes Only." The receiving party
11 or its counsel shall not disclose such documents or materials if that party or
12 counsel knows or reasonably should know that a claim of confidentiality would be
13 made by the producing party. Promptly after receiving notice from the producing
14 party of a claim of confidentiality, the receiving party or its counsel shall inform
15 the producing party of all pertinent facts relating to the prior disclosure of the
16 newly-designated documents or materials, and shall make reasonable efforts to
17 retrieve such documents and materials and to prevent further disclosure.

18 14. The inadvertent production of documents or information that are
19 subject to attorney-client privilege, work product immunity, or any other
20 applicable privilege or immunity shall not constitute a waiver of, nor a prejudice
21 to, any claim that such documents or information is privileged or immune from
22 disclosure, provided that the producing party notifies the receiving party in writing
23 promptly after discovery of such inadvertent production. Such inadvertently
24 produced documents and all copies thereof shall be returned promptly to the
25 producing party or destroyed immediately upon request. A good faith, reasonable
26 effort shall be made to promptly destroy any notes or other writings or recordings
27 that summarize, reflect, or discuss the content of such privileged material, with
28 written confirmation to the producing party upon such destruction. Unless

1 otherwise obtained through legitimate means, no use shall be made of such
2 privileged or immune documents or information, other than to challenge the
3 proprietary of the asserted privilege or immunity. No demonstration or proof of
4 error, inadvertence, excusable neglect, or absence of negligence shall be required
5 of the producing party for such party to avail itself of the provisions of this
6 paragraph.

7 15. Designation by either party of information or documents as
8 “Confidential” or “Attorneys’ Eyes Only,” or failure to so designate, will not be
9 constitute an admission that information or documents are or are not confidential
10 or trade secrets. Neither party may introduce into evidence in any proceeding
11 between the parties, other than a motion to determine whether the Protective Order
12 covers the information or documents in dispute, the fact that the other party
13 designated or failed to designate information or documents as “Confidential” or
14 “Attorneys’ Eyes Only.”

15 16. Upon the request of the producing party or third party, within 30 days
16 after the entry of a final judgment no longer subject to appeal on the merits of this
17 case, or the execution of any agreement between the parties to resolve amicably
18 and settle this case, the parties and any person authorized by this Protective Order
19 to receive confidential information shall return to the producing party or third
20 party, or destroy, all information and documents subject to this Protective Order.
21 Returned materials shall be delivered in sealed envelopes marked “Confidential” to
22 respective counsel. The party requesting the return of materials shall pay the
23 reasonable costs of responding to its request. Notwithstanding the foregoing,
24 counsel for a party may retain archival copies of confidential documents.

25 17. This Protective Order shall not constitute a waiver of any party’s or
26 non-party’s right to oppose any discovery request or object to the admissibility of
27 any document, testimony or other information.

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1 Nothing in this Protective Order shall prejudice any party from seeking
2 amendments to expand or restrict the rights of access to and use of confidential
3 information, or other modifications, subject to order by the Court.

4 The restrictions on disclosure and use of confidential information shall
5 survive the conclusion of this action and this Court shall retain jurisdiction of this
6 action after its conclusion for the purpose of enforcing the terms of this Protective
7 Order.

8 SO STIPULATED:

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10 Dated: June 1, 2023

By: /s/ Scott Alan Burroughs
Scott Alan Burroughs, Esq.
Trevor W. Barrett, Esq.
Kelsey M. Schultz, Esq.
DONIGER / BURROUGHS
Attorneys for Plaintiff

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15 Dated: June 1, 2023

By: /s/ Joseph T. Jakubek
Joseph T. Jakubek, Esq.
KLARQUIST SPARKMAN, LLP
Attorney for Defendant
Amazon.com, Inc.

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18
19 Dated: June 1, 2023

By: /s/ Joshua M. Masur
Joshua M. Masur, Esq.
ZUBER LAWLER LLP
Attorney for Defendant
Stanfield's LTD.

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23 Dated: June 1, 2023

By: /s/ Yu Hao Yao
Tianyu Ju, Esq.
Yu Hao Yao, Esq.
GLACIER LAW LLP
Attorneys for Defendant
Shenzhen Lingyun Technology Co., Ltd.
d/b/a RSLOVE

ORDER

The Court has reviewed the reasons offered in support of entry of this Stipulated Protective Order and finds that there is good cause to protect the confidential nature of certain information. Accordingly, the Court adopts the above Stipulated Protective Order in this action.

IT IS SO ORDERED.

DATED: June 1, 2023

/s/ Charles F. Eick

Honorable Charles F. Eick
United States Magistrate Judge

EXHIBIT A

I, _____, have been advised by counsel of
record for _____ in _____
of the Protective Order governing the delivery, publication and disclosure of
confidential documents and information produced in this litigation. I have read a
copy of the Protective Order and agree to abide by its terms.

Signature

Dated: _____, 2023